

STATEMENT OF FACTS

E.WATERS & ASSOCIATES.P.C.

FEBRUARY 10-2016 I WENT TO THE LAWYERS OFFICE AND SPOKE WITH MARIA LEON AND EXPLAINED MY SITUATION. SHE ASKED ME TO GIVE A PAYMENT OF \$2.000.00 AND I MADE THAT PAYMENT ON FEBRUARY 10-2016 2 WEEKS LATER I CALLED MARIA LEON TO FIND OUT HOW MY CASE WAS GOING. SHE TOLD ME TO GO BACK TO THE OFFICE AS MIDWEEK THAT LAWYER IGOR AND SHE WERE GOING TO EXPLAIN EVERYTHING.

IT HAPPENED THAT TIMA I WENT TO THE OFFICE WITH IGOR AND MARIA LON AND EXPLAINED TO ME HOW YOU HAD TO MAKE SEVERAL DEMANDS FOR ALL THE VIOLATIONS THAT THE ULTIMATE HOLDING L.L.C.DIT AND IT WAS GOING TO BE THREE TIMES FOR WHAT HE DIT TO ME 30 DAYS LATER I CALLED MARIA ON THE PHONE AND SHE WAS ALWAYS BUSY AND I COULD NOT TALK TO HER.

I CALLED AGAIN AND THE ANSWER WAS THE SAME WAS VERY BUSY ALWAYS. I WENT TO THE OFFICE AND MARIA WAS THRE AND I INTRODUCED CLAUDIA MUNOZ TAHT SHE WAS GOING TO BE WHO WOULD BE IN CHARGE OF MY CASE THE LAWYER WAS GOING TO BE ALESHA POWELL.

AND THE LAWYER WAS GOING TO BE IN WHITE PLAIN.

SPEND A FEW MORE MONTHS AND THE SECRETARY TOL ME THAT SHE WAS REVIEWING THE CASE BECAUSE THE LAWYER WAS PREGNANT AND DID NOT FEEL VERY WELL EVERY TIME I CALLED HER.

SO WAS SPENDING TIME WITH THAT EXCUSE AT THE END OF AGUST.

HE GAVE ME AN APPOINTMENT WITH LAWYER E. WATERS AND MARGARITA REVIEWED THE CASE AND THEY TOLD ME BECAUSE ITS APPEAL WAS ALREADY IN THE PRECENT BOOK AND WAS EXPIRED.



E. WARTER & ASSOCIATES.P.C.

STATEMENT OF FACTS

EXHIBIT C

1 THE ONLY PAPER THAT I RECEIVED IS THIS NOTE BY THE LAWYER  
MARGARITA.

2 RETAINER AGREEMENT AND RECEIPT

Despues de la corte

Suprema, que hizo  
el abogado?

Se hizo mención de

1 Reconsideración?

Abogada: Alesha Powell

M# 2266

Claudia Munoz

(914) 595-1325

Current 06/27/15

## E. Waters & Associates, P.C.

A NY Professional Corporation  
140 Grand Street – Suite P-902  
White Plains, NY 10601  
Telephone: All Offices  
Phone (914) 686-4300; Fax (914) 686-4107

New Jersey Office  
E. Waters & Associates, P.C.  
The Alonso & Navarrete Bldg.  
61-21 Kennedy Blvd. – 1st Fl.  
North Bergen, NJ 07047

Queens, New York Office  
E. Waters & Associates, P.C.  
89-36 Sutphin Blvd.  
Suites 301-304  
Jamaica, NY 11435

Connecticut Office  
E. Waters & Associates, P.C.  
3124 Avalon Drive West  
New Canaan, CT 06840

### RETAINER AGREEMENT & LETTER OF ENGAGEMENT FOR NEW JERSEY LEGAL SERVICES

Date: 02-10-16

Client Name: Angel Hernandez (“Client”)

Residential Home Address: P. O Box 4554  
UNION CITY, NJ 07087

Phone: 201-496-6795 (main)

Mobile: 201-561-4136 (cellular)

E-mail: \_\_\_\_\_

Subject Property: If the property in question is not your residence:

Address: 4604 Hudson Ave  
UNION CITY, NJ 07087

Property In Question: Is the property ‘Rented’?: Yes ✓ No \_\_\_\_\_

1. **Subject Matter:** This Retainer Agreement shall confirm the terms and conditions under which the law firm of E. Waters & Associates, P.C., A NY Professional Corporation, [the Firm”] will undertake to represent you, the above named Client, in connection the following New Jersey Legal Services.

**Legal Services To Be Provided:**

**Prior To Any Foreclosure Notice.**

**Loan Modification: Refinance, & Alternatives: 1st & 2nd Mortgages**

**Retainer Fee: First Mortgage: \$5,000.00**

**Retainer Fee: Second Mortgage: \$4,000.00**

The Firm will represent you with respect to assisting you with a Loan Modification for your First Mortgage with your Loan Servicer [“Lender”] should you wish to pursue this alternative. Alternatively, we may represent you with respect to pursuing a ‘refinancing [‘Refi’] under various programs, should you qualify.

In connection with a Loan Modification, if you have a Second Mortgage, we will request a ‘subordination agreement’ in connection with the First Mortgage Loan Modification and/or alternatively, after discussion with you, we will seek a ‘short pay’ Agreement from the Second Mortgage Lender/Holder on your behalf, which will extinguish most or all the Second Mortgage.

As part of our Legal Services in connection with reviewing your First Mortgage Loan Modification alternatives, including those under the Home Affordable Modification Program [“HAMP”] and ‘in house’ modification offers; we will also review alternative Refinance opportunities including those available under the Home Affordable Refinance Program [“HARP”] and or FHA ‘short-pay’; and we will also analyze and discuss with you other alternatives, including a ‘short sale’, for your consideration [ and alternative bankruptcy options] [Collectively “Loan Modification Services”.]

[Should we begin our Loan Modification Services for you, and the Lender Bank initiates a Foreclosure Proceeding, you agree to our continued retention to provide foreclosure defense Legal Services, as described below, in the foreclosure proceeding. The Firm will thereafter charge an additional fee of \$5,000.00 to represent you in these Court proceedings and provide foreclosure defense services. This fee will be payable after you receive a Summons & Complaint and will be invoiced to you in addition to any other Legal Services retained above. We will discuss this event in detail at the time this occurs.]

**Foreclosure Defense: Including Loan Modification Where Court Proceeding has commenced: Total Foreclosure Defense Services Fee : \$10,000.00.**

The Firm’s Attorneys will file an Answer or other responsive pleading to the Foreclosure Complaint, including any Motion For Dismissal, and will oppose any Motion For Summary Judgment. Should the Court Order a Trial or an evidentiary hearing in the foreclosure; or if a separate Order To Show Cause is required; a separate retainer for these services will be required.

The Firm will assist you with Loan Modification Services, as described in more details above, in the context of the Foreclosure Proceeding Mitigation/Settlement Conferences.

In the event that our services are retained for a foreclosure defense, the full fee will include the Loan Modification Service fee above of \$5,000.00 together with the

foreclosure defense litigation fee of \$5,000.00 [collectively the Foreclosure Defense Services"] amounting in total to \$10,000.00.

Court appointed Mitigation Conferences will require appearances by the Firm's Attorneys [described below] and will be billed to you for an additional legal fee of \$450.00 for each appearance.

In the event that the foreclosure proceeding has already progressed beyond the initial 'Response' date for serving an "Answer" and/or "Motion To Dismiss", the Firm agrees to file appropriate pleadings in the Attorneys' discretion that are necessary to defend you in the foreclosure proceeding to the extent described below.

Order To Show Cause:

Other [describe]

Further description of Legal Services to be provided:

*EVA will provide legal research services for the following cases:*

*#1, Docket No. F-043758-10 (Plaintiff: [REDACTED])  
Jaclyn Ent vs Hernandez*

*#2, Docket No. F-043758-10 (Tax Foreclosure)*

*#3, Docket No. 00108-B-13 (Appellate Motion)*

[hereinafter, the "Legal Services"].

Additional Legal Services:

Any additional Legal Services, other than outlined hereinabove, are not included in this Retainer Agreement, and shall require another separate retainer and fee.

**2. Legal Personnel: New Jersey Legal Services:** This Retainer Agreement is made with E. Waters & Associates, P.C., a NY Professional Corporation, [the Firm] which is engaged in multi-state legal services and activities offering unique insight and knowledge with respect to national foreclosure defenses in various state and federal court proceedings, and also includes alternative Bankruptcy Court foreclosure defense strategies involving foreclosure, and those defenses with respect to 'securitizations' involving Securities Exchange Commission documents, all which may affect New Jersey foreclosure proceedings; and under the Firm's direction through its New Jersey licensed attorney Alesha Powell, Esq. The Firm may also employ, in the Firm's discretion, New Jersey Counsel, acting 'Of Counsel', to assist us in representing the Client in these proceedings at no additional cost to the Client, unless so authorized [collectively above, the "Firm's Attorneys"].

The Firm's Attorneys will also be assisted by the Firm's Case Managers, and the Firm's Loan Modification Department acting under the direction and supervision of the Firm's legal department [collectively the "Attorney Legal Services"].

In representing you as described above, you agree to waive confidentiality for any of the documents submitted to the Firm in connection with the Attorney Legal Services; and to the dissemination of these documents in fulfilling these Services under our Retainer Agreement.

**3. Fees:**

**Time Basis:** Ordinarily, the Firm's fees for the Attorney Legal Services would be based on the time devoted to your representation. The average billing rate charged by the Firm's Attorney(s), for time in cases charged on a 'time basis' for legal representation, is \$400.00 an hour. All work performed on a 'time basis' is charged at a minimum of .25 hours [ie: 15 minutes] per activity on any file, including phone calls or emails. When appropriate, the fees for the services of Loan Modification Case managers and associated staff are \$200.00 an hour.

**Fixed Rate Basis:** Because you have requested that the above Legal Services [as described in paragraph one above] be charged on a Fixed Rate Basis for work requested to be performed, the Firm will undertake to represent you on a Fixed Rate Basis in the amount detailed under paragraphs 1 above and 13 below. Any further Legal Services for which the Client requests will be made the subject of a separate and additional Retainer Agreement.

Out-of-Pocket expenses and Court Filing fees, will be billed by the Firm in addition to the Retainer Fee described herein.

In executing this Retainer Agreement, you acknowledge that we have discussed in detail the Legal Services for which our Firm is being retained, and the Attorneys' limited legal representation of you as described in paragraph one above.

**4. Termination by Client:** The Client may terminate the Attorney Legal Services representation of you in this proceeding at any time and for any reason. If the Client orally terminates the Firm's legal representation the Firm will cease to perform all the above Attorney Legal Services for the Client when so requested. However, the Client hereby agrees to provide written confirmation of any oral termination. Failure to provide this written confirmation will be evidence that the Attorney Legal Services were never orally terminated by the Client. The Client hereby agrees to pay the Firm for all the Attorney Legal Services performed in accordance with paragraph one above, as earned and accrued, and all expenses incurred, prior to the date of the written notification of termination, or confirmation of termination. Our Fixed Fee, ordinarily payable in installments, is also a Refundable Fee in the event of Termination by the Client, in accordance with the following policy and pursuant to applicable law governing refundable fees, as follows. Where the Client terminates this Retainer Agreement in accordance with this section, the Firm will refund any portion of a fee paid in advance that has not been earned pursuant to this Retainer. The Client agrees to pay any earned fees pursuant to this Retainer [ie: Settlement Fees, court fees, etc.] upon Termination.

**5. Termination by Attorney:** As your Attorneys, the Firm may withdraw and stop representing you if you fail to fulfill this agreement; or if you fail to provide documentation requested in a timely manner when required to be submitted by the Firm as your Attorneys; or if our services conflict with our responsibilities to the state bar. Should the Firm decide to terminate this Retainer Agreement, the Firm must first notify you in writing. In the event that the Firm terminates this Retainer Agreement, you agree to pay any outstanding Attorney fees earned and expenses paid by the Firm on your behalf prior to

the date of termination and withdrawal. Any fees earned by the Firm for work performed for the Attorney Legal Services not included in the flat fee above, but otherwise earned under this Retainer, will be billed to you at the standard hourly fee stated above. Our Fixed Fee, ordinarily payable in installments, is also a Refundable Fee in the event of Termination by the Attorney, in accordance with the following policy and pursuant to applicable law governing refundable fees, as follows. Where the Attorney terminates this Retainer Agreement in accordance with this section, the Firm will refund to the Client any portion of a fee paid in advance that has not been earned pursuant to this Retainer.

6. **Work Product:** As your Attorneys, the Firm shall own its entire work product. Clients shall retain title to Clients' original documents. Clients will pay for any expenses incurred in reproducing Clients' file. You agree that your Attorneys may dispose of all files pertaining to each of the matters described above at any time after 5 years have elapsed after the Attorney Legal Services were last performed on such matter, if such files have not already been transferred to you. Such disposal will be accomplished in a manner that will protect the confidentiality of such files. You reserve the right to request, at any time before disposal of files, copies of any materials contained in such files. You recognize that as your attorneys, the Firm may, in exercising its judgment while working on a matter, discard certain documents, such as interim drafts, the retention of which are not believed to be significant to the protection of the Clients' interests. Any correspondence from your lending bank, or Plaintiff, received in the course of any proceeding should be forwarded to the E. Waters & Associates, P.C. at the address above, for proper review and handling.

7. **Disclaimer of Guarantee: Acknowledgement of Contract Requirements:** Nothing in this Retainer Agreement, and nothing in any prior statement made by the Firm in reviewing your case, will be construed as a promise or guarantee about the outcome of the Client matter in your case. The Firm's Attorneys make no such promises or guarantees. Any comments about the outcome of the Clients' proceeding are expressions of opinions only. The Firm does not permit any member of their respective firms, or employees, or agents, to make any guarantee of the outcome of the legal proceedings.

8. **Failure of the Client To Pay: Breach Of Contract:** The failure of the Client to make timely payments to E. Waters & Associates, P.C., by and for the Firm's Legal Services, if made part of this Retainer Agreement, shall act as a breach of contract and shall provide the basis for the Firm to cease acting as your Attorneys in this matter; to cease all further work; and shall be deemed a discharge by the Clients. In the event that any Attorney employed by the Firm has appeared in any action or proceeding, the Firm may apply to the Court for a statutory lien on your file, and/or to be released from any further appearance, and/or for the substitution of you to act *pro se* on your behalf in any further matters before the Court.

9. **Entire Agreement:** This Retainer Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

10. **Severability:** If any provision of this Retainer Agreement is held in whole or part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

11. **Effective Date of Terms of Agreement:** By executing this agreement, the Client agrees that the terms of this agreement shall apply on the date all parties have executed the agreement.

12. **Controlling Law:** The parties agree that the laws of New Jersey govern this Retainer Agreement.

13. **Payment Plan\*:** The Firm agrees to undertake the performance of the Attorney Legal Services described in paragraph one above on a Fixed Rate Basis as described in paragraph three above, and pursuant to the 'Credit/Debit Card Billing Authorization Agreement' described below, as follows:

*Initial Deposit for services in "Other Services"*  
*→ \$2,000.00 - Deposit for "Other Services"*

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- It is understood, as detailed in paragraph one above, that if the Firm is retained to provide Loan Modification Services prior to any foreclosure proceeding, and a foreclosure proceeding thereafter begins; by this Retainer Agreement, we will continue to represent you in the Court proceeding, including pursuing a loan modification within a Mitigation/Settlement period, and you will pay the Firm an additional \$5,000.00 to file responsive pleadings in these Court proceedings, and \$500.00 for any and all appearances by the Firm's Attorneys in mitigation conferences in the foreclosure proceeding.

**Retainer Fees Pivable Under**  
**"CREDIT/DEBIT CARD BILLING AUTHORIZATION AGREEMENT"**

It is understood that if the Firm agrees to the fixed payment amount of the Retainer fee(s) described herein on an installment basis, the Client agrees to authorize the payment of the remaining payments due under the above Retainer Agreement to be made in accordance with the **Credit/Debit Card Authorization Agreement** attached and made part of this Retainer, to be paid in monthly installments by the Client either (a) divided equally on the 1st of the month and the 15th of the month, and paid by direct credit/debit card charges, or (b) by check in the total monthly amount payable on the 1st of each month, or, in the event that the Client's check is not received by the Firm on or before the 15th of each month, then by a credit/debit card charge in the full monthly amount due on the 15th of the month, as described and attached hereto.

14. This Retainer Agreement will not be effective unless and until it is signed by the prospective client(s), and accepted by Edward J. Waters, Esq., as Managing Attorney on behalf of the Firm. If for any reason the Retainer Agreement is not so accepted, the firm will notify the client and return any payments deposited accordingly.

15. Initial Payments made by check are to be made payable to:

E. Waters & Associates, P.C.

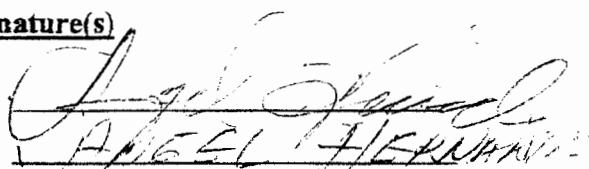
Initial Payments by check should be mailed or made to:

E. Waters & Associates, P.C.  
A NY Professional Corporation  
Attorneys At Law  
140 Grand Street – Suite P-902  
White Plains, NY 10601

---

AGREEMENT EXECUTION

CLIENT Signature(s)

Client: 

Print: EDWARD J. WATERS

Client: \_\_\_\_\_

Print: \_\_\_\_\_

Dated: 02-10-17

ACCEPTED

By: E. Waters & Associates, P.C.  
A NY Professional Corporation

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Edward J. Waters, Esq.  
Managing Attorney

By:

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New Jersey Attorney

Dated: \_\_\_\_\_

NOTES

**RECEIPT**

DATE 2/10/16 NO. 805726

RECEIVED FROM Angele Hernandez  
 ADDRESS 4604 Hudson Ave Union City NJ 07087  
fifteen hundred \$ 1500  
 FOR Legal Service

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	<u>1500.00</u>
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY Attigiana Gout  
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NOTES

**RECEIPT**

DATE 2/10/16 NO. 805725

*New client*

RECEIVED FROM Angele Hernandez  
 ADDRESS 4604 Hudson Ave Union City NJ 07087  
five hundred \$ 500  
 FOR Legal Services

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	<u>500.00</u>
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY Attigiana Gout  
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